

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

PHILIP C. PULLEY AND
DEVRA K. PULLEY, h/w

Plaintiffs

V.

STERLING BANCORP, SUCCESSOR
TO ASTORIA BANK
AND
STERLING NATIONAL BANK

Defendants

: CIVIL ACTION COMPLAINT

: NO.

:

:JURY TRIAL OF TWELVE (12) DEMANDED

:

:

COMPLAINT

AND NOW, come the Plaintiffs Philip C. Pulley and Devra K. Pulley, his wife, by and through their attorney, Michael Yanoff, Esquire, and make the following Complaint against the Defendants Sterling Bancorp, Successor to Astoria Bank, and Sterling National Bank, and aver the following:

PRELIMINARY STATEMENT

1. This is an actual for actual, statutory, and punitive damages, attorney's fees and costs, for violations of the Fair Credit Reporting Act, (hereinafter the "FCRA"), 15 U.S.C. §§1681 *et seq.*

JURISDICTION AND VENUE

2. Jurisdiction of this Honorable Court arises under 15 U.S.C. §1681p and 28 U.S.C. §1331.

3. Venue lies properly in this District pursuant to 28 U.S.C. §1391 (b) and 28 USC §1332.

THE PARTIES

4. Plaintiffs Philip C. Pulley and Devra K. Pulley are adult individuals who reside at 1241 Welsh Road, Huntingdon Valley, Montgomery County, Pennsylvania.

5. Defendant Sterling Bancorp (“Bancorp”) is a Delaware Corporation with its principal place of business located at 400 Rella Blvd, Montebello, New York, and is the successor to Astoria Bank..

6. Defendant Sterling National Bank (“Bank”) is a wholly owned subsidiary of Sterling Bancorp.

7. Both Sterling Bancorp and Sterling National Bank are hereinafter collectively referred to as the “Defendants.”

8. At all times relevant hereto, Bank was acting within the course and scope of its subsidiary and agency relationship with Bancorp.

9. Both Bancorp and Bank are authorized to and regularly conduct business within the Eastern District of Pennsylvania.

10. Bank’s Mortgage Servicing Division is principally located at 1 Corporate Drive, Suite 360, Lake Zurich, IL.

FACTUAL ALLEGATIONS

11. Plaintiffs hereby incorporate by reference all of the averments contained in Paragraphs 1 through 10 above as fully as though set forth herein at length.

12. On June 8, 2000, Plaintiffs and Bank executed a Mortgage, Deed of Trust and Security Deed, recorded in the Office of the Recorder of Deeds of Montgomery County,

Pennsylvania at Book 8711, Page 1309, and an Adjustable Rate Note, secured by real and personal property located at their address.

13. The monthly payment due on the said Mortgage and Note was Five Thousand One Hundred and Seventy-Four Dollars and Twenty-Seven Cents (\$5174.27).

14. As of April 7, 2020, Plaintiffs' account was marked as "Paid in Full." See Defendants' Mortgage Statement attached hereto, made a part hereof, and marked as Exhibit "A."

15. In May 2020, Plaintiffs and the Defendants entered into a Forbearance Agreement ("Forbearance") as a direct result of the COVID-19 Pandemic financial difficulties. In that Agreement, Plaintiffs were excused from making their monthly payments to Defendants for the months of May, June and July of 2020.

16. At the same time, Plaintiffs and Defendants negotiated a Loan Modification Agreement ("Agreement") which would adjust the monthly payments.

17. Defendants promised to forward a written Loan Modification Agreement to Plaintiffs but failed to do so for months.

18. Despite the lack of the Agreement, Plaintiffs continued their monthly payments to Defendants, having been told by Defendants that they should send the monthly payments into the Defendants and they would be properly credited with the payments.

19. It was not until October 2020 that Defendants sent a Loan Modification Agreement to Plaintiffs who immediately executed same and returned it to the Defendants.

20. Plaintiffs have made all monthly payments in the correct amount to Defendants since August 2020, but Defendants have refused to allocate these payments correctly and to

credit Plaintiffs' Mortgage account with the payments, despite accepting and depositing the checks.

21. On the contrary, despite the payments being made and accepted, Defendants have continued to report Plaintiffs' account as delinquent to the credit reporting agencies and to the internal banking credit reporting agencies, all to Plaintiffs' great harm and financial detriment.

22. Plaintiffs have demanded that Defendants credit their account properly, but Defendants have failed, neglected and refused to correct their account and have continued to falsely report to the credit reporting agencies that Plaintiffs are delinquent, which has adversely affected Plaintiffs' credit.

23. These false reports to the credit reporting agencies have also had an adverse and negative impact on Plaintiffs' business which relies heavily on financing from commercial lenders, and may have been a substantial factor in precluding Plaintiffs from receiving appropriate credit offers and opportunities.

24. The false reports are being disseminated to and are being used by lenders to either deny credit to Plaintiffs and to therefore adversely impact Plaintiffs and their business.

25. This inaccurate information negatively reflects upon the Plaintiffs, Plaintiffs' credit repayment history, Plaintiffs' financial responsibility as debtors and Plaintiffs' credit worthiness.

26. Plaintiffs have written to Defendants demanding that they correct the false and misleading reports and properly credit Plaintiff's account, but Defendants have failed, neglected and refused to take the necessary corrective actions.

27. Plaintiffs have also spent countless hours on the telephone with Defendants in efforts to correct the false and misleading reports and have their account properly credited, but Defendants have failed, neglected and refused to take the necessary corrective actions.

28. Defendants' response has only been a form letter that says they they are "looking into it," without any indication that the information has been or will be corrected. See attached Exhibit "B."

29. Despite Plaintiffs' exhaustive efforts to date, Defendants continue to furnish inaccurate information, and have deliberately, willfully, intentionally, recklessly, negligently and repeatedly failed to perform reasonable investigations of the above matters as required by the FCRA, have failed to remove the inaccurate information, have failed to report on the results of any investigations that they may have performed, has failed to correct the account and to report the correction to the credit reporting agencies, and have continued to report derogatory inaccurate information about the Plaintiffs.

30. At all times relevant hereto, Defendants were acting by and through its agents, servants, workmen and/or employees, all of whom were acting within the course and scope of their agency or employment, and all of whom were under the direct supervision and control of the Defendants herein.

31. At all times relevant hereto, the conduct of the Defendants, as well as that of its agents, servants, workman and employees, was intentional, willful, reckless and with grossly negligent disregard for the federal and state laws and rights of the Plaintiffs herein.

COUNT I: VIOLATIONS OF THE FCRA

32. Plaintiffs hereby incorporate by reference all of the averments contained in Paragraphs 1 through 31 above as fully as though set forth herein at length.

33. At all times relevant hereto, Defendants were “persons, “consumer reporting agencies” and “financial institutions” as those terms are defined by the FCRA.

34. Defendants are liable to Plaintiffs for violations of the FCRA and for willfully and negligently failing to comply with the requirements imposed on them by the provisions of the FCRA. See 15 U.S.C. §§1681e(b) and 1681i.

35. Defendants conduct was a direct and proximate cause, as well as a substantial factor, in bringing about serious injuries, actual damages and financial harm and detriment to Plaintiffs and, as a result, Defendants are liable to Plaintiffs for the full amount of statutory, actual and punitive damages, along with attorney’s fees and the costs of litigation, as well as such further relief as may be permitted by law.

DEMAND FOR JURY TRIAL

36. Plaintiffs demand a trial by jury on all issues so triable.

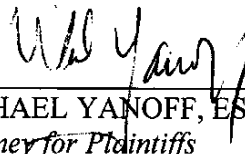
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek judgment in their favor and against Defendants based on the following requested relief:

- A. Actual damages pursuant to 15 U.S.C §1681 *et seq*;
- B. Statutory damages pursuant to 15 U.S.C §1681 *et seq*;
- C. Punitive damages pursuant to 15 U.S.C §1681 *et seq*;
- D. Costs and reasonable attorney’s fees pursuant to 15 U.S.C §1681 *et seq*;
- E. Such other and further relief as may be necessary, just and proper.

Respectfully submitted,

GOLDSTEIN LAW PARTNERS, LLC

BY: 
MICHAEL YANOFF, ESQUIRE
Attorney for Plaintiffs

VERIFICATION

I, Devra Pulley, hereby state that I am one of the Plaintiffs in this matter, and that the statements made within the foregoing pleading are true and correct to the best of my knowledge, information, and belief. I understand that this statement is made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: _____



DEVRA PULLEY



October 07, 2020

MS1290

Philip C Pulley
Devra K Pulley
PO Box 49
Huntingdon Valley PA 19006-

Loan Number: 5097262629

Property Address: 1241 Welsh Road
Huntingdon Valley PA 19006

Dear Philip C Pulley and Devra K Pulley :

We have received your inquiry regarding the above-referenced mortgage loan and have referred your inquiry to the appropriate area for review.

We will make every effort to provide a response to your inquiry as promptly as possible. In any event, we will do so within the time limit required by law.

We value you as a customer and appreciate your patience while we prepare a response. If you have any questions, please call us at 1-877-849-9242.

Sincerely,

Research Department

QC601/MGM